

**Before The
Federal Communications Commission
Washington, DC 20554**

12/17/2010

Re: The licensee:

Reach Communications, Inc.
FM translator station W227AV
Facility ID Number: 145070
Licensed to the community of
Newberry, Florida

File Number: BLFI-20071210ABI

PETITION TO ISSUE LETTER OF INQUIRY

The petitioner William Johnson a party in interest hereby requests, the Federal Communications Commission (FCC) to issue a letter of inquiry to the above licensee and to conduct an investigation of the facts, as set forth and alleged, in the affidavit filed, by the petitioner with the Commission under sworn statements, alleging that FM translator station W227AV facility ID number:145070, licensed by the Commission to serve the community of Newberry, Florida, has been silent for more than one year and, therefore has had its license to expire as a matter of law.

Pursuant to section 73.1740 (a) of the Commission Rules and Regulations, broadcast stations may remain silent for up to 10 days without notifying the Commission, that the station is silent. If the station will be or has been silent for more than 30 days, the licensee must request special temporary authority (STA) to remain silent. The request must be signed by an officer or director of the licensee.

Stations may remain silent for no more than one year. The license of stations remaining silent for more than one year are considered by the commission to have automatically expired as a matter of law pursuant to section 312 (g) of the Communications Act.

The licensee of FM translator station W227AV facility ID number: 145070, failed to request special temporary authority from the Commission after the translator station had been silent for more than 30 days.

In addition to the above allegations, the petitioner further states, that the aforesaid FM translator station has been silent for more than one year, which is contrary to 312 (g) of the Communications Act.

Additionally, the FCC broadcast station license relating to the petitioner's request for the Commission to issue a notice of inquiry herein is up for renewal commencing January 1, 2011. The petitioner hereby request, that the Commission direct the licensee to submit FCC form 303-S, to the Commission forthwith as a matter of law. The licensee must certify, to the Commission on form 303-S, that during the preceding license term, the station has not been silent (or operating for less than its prescribed minimum operating hours) for any period of more than 30 days.

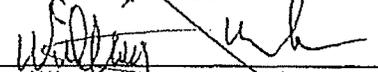
Furthermore, the licensee of the aforesaid FM broadcast translator station, Reach Communications, Inc. failed to sell the translator station to the petitioner, who happens to be a minority and, who had offered the licensee the highest competitive purchase price for the FM translator station, and was then, treated unfairly by the licensee, when the licensee failed to deal, with the petitioner on an equal, fair and competitive basis.

The licensee decided to limit its discussions for the sale of the FM broadcast translator station, to a non-minority purchaser. The licensee clearly discriminated against the petitioner, due to the fact, that petitioner was a potential minority purchaser. The licensee, failed to sell the FM broadcast translator station to the petitioner, even after the petitioner had offered, the licensee the highest competitive purchase price, for the purchase of the aforementioned FM broadcast translator station. See petitioner's attached exhibit "A".

The licensee is now selling; the FM broadcast translator station to a non minority purchaser at a much lower purchase price, than the higher competitive purchase price, offered to the licensee by the petitioner.

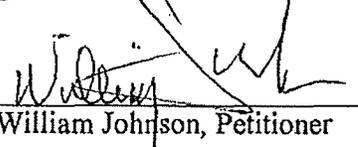
WHEREFORE, the petitioner hereby requests that the Commission issue a letter of inquiry to the licensee pursuant to the facts, and law cited herein, and to the sworn allegations, as set forth thereunder, in the petitioner's attached affidavit. In addition, the petitioner specifically requests the Commission to find, that the above facility license, has expired as a matter of law.

Submitted this 10th day of December 2010

By: 
William Johnson, Petitioner
1101 North Main Street
Gainesville, Florida 32601
(352) 335-3539

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to Mr. Robert J. Coy, President Reach Communications, Inc. at 2701 West Cypress Creek Road, Fort Lauderdale, Florida 33309 by regular United States Mail delivery this 16th, day of December, 2010.

By: 

William Johnson, Petitioner

STATE FLORIDA
COUNTY OF ALACHUA

Re: Application Number: BLFI-20071210ABI
Facility ID: 145070

AFFIDAVIT

I, William Johnson submit this sworn affidavit to the Federal Communications Commission (FCC) based upon personal knowledge of the facts, concerning the matter of FM broadcast translator station W227AV channel 227 facility ID number: 145070, licensed to serve the community of Newberry, Florida, hereby states under sworn oath, that the subject FM translator station, has been silent for more than one year. The affiant has personal knowledge of this fact; because the affiant is a party to a local programming agreement with the licensee and has monitored the subject FM translator station on a continued basis for the last three (3) years. See Affiant's attached exhibit "A".

The affiant executed the attached agreement with the licensee on August 31, 2007 for the purpose of providing programming to the general public 24 hours per day 7 days per week. During the terms of the attached agreement, the subject translator station was rebroadcasting the signal of FM translator station W204BL channel 204D frequency 88.7 Facility ID 92752 licensed by the Commission to the serve the community of Gainesville, Florida. The licensee rebroadcast the programming signal of this FM translator station for a period of four (4) weeks, and then FM translator station W227AV when silent during the month of January 2008.

From February of 2008 to October 9, 2010, the subject FM broadcast translator station, failed to broadcast a program signal to the general public. On October 10, 2010 the licensee begin rebroadcasting the program signal of FM radio station WBXY channel 258A frequency 99.5 Licensed by the Commission to the community of La Crosse, Florida. The licensee continues to rebroadcast the programming signal of this conservative talk show formatted radio station, as of the date of this affidavit.

The licensee returned the subject FM translator station to the air after receiving a written email from the affiant on October 8, 2010. See affiant's attached exhibit "B". On or about October 8, 2010 the affiant, who is the President of Urban One Broadcasting Network, LLC presented a proposal to the licensee of the subject FM broadcast translator station, with an offer to purchase; the translator station from the licensee, for the purpose of providing programming services to the Newberry, Florida underserved black community. See Affiant's attached exhibit "C."

The licensee failed and refused to sell the FM broadcast translator station to the affiant, who happens to be a minority, and who clearly offered the licensee the highest purchase price for the translator station from a competitive standpoint. The affiant was expecting the licensee to sell the translator station to the affiant's entity on a competitive basis, without any regard to the affiant's race or color, as provided by law.

It must be presumed, that the licensee desired to sell the translator station only to a non-minority purchaser, because the licensee accepted an offer from a non-minority purchaser that was much lower than the offer submitted by the affiant for the purchase of the subject translator station.

The licensee Reach Communications, Inc. failed to deal with the affiant on a competitive basis, upon receiving the affiant offer to purchase the subject FM broadcast translator station.

The licensee Reach Communications, Inc. has a serious problem with selling a broadcast station to a potential minority broadcaster, even when a potential minority broadcaster submits an offer to purchase, a broadcast facility from the licensee, based upon the highest competitive offer.

FURTHER AFFIANT SAITH NOT



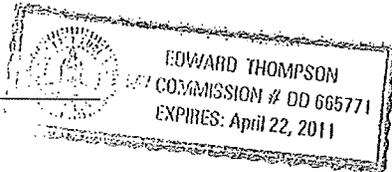
William Johnson, Affiant

On this 16, day of December 2010 before me a Notary Public in and for the State of Florida personally appeared William Johnson, who is known to me or produced a Driver's License as identification, and who did take an oath, executed the foregoing affidavit, and acknowledged that the said affidavit to be his free and voluntary act, and further acknowledged that the facts, stated therein are true to the best of affiant's knowledge and belief.

Sworn and subscribed to before me on the day and year first written above.

Notary Public
State of Florida

My Commission Expires: _____



Local Programming Agreement

THIS LOCAL PROGRAMMING AGREEMENT (this "Agreement") is made as of August 31, 2007 among Reach Communications, Inc., a Florida not for profit corporation ("Licensee") and Florida Urban Radio Network, a NON-PROFIT ASSOCIATION ("Programmer").

Recitals

A. Licensee owns and operates the following FM translator station (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

W227AV, Newberry, Florida (FIN: 145070)

B. Programmer has entered into a rebroadcast agreement with Florida Community Radio, Inc., licensee of Low Power FM Broadcast Station WMJB-LP (FIN: 135542) (the "LPFM") and desires to rebroadcast the LPFM on the Station.

C. Licensee has agreed to make available to Programmer airtime on the Station and to accept for broadcast the signal of the LPFM on the terms and conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin at 12:01AM on _____ 2007 (the "Commencement Date") and will continue until the date one (1) year after the Commencement Date, unless earlier terminated pursuant this Agreement.

2. Programmer's Provision of Programming. During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall transmit to Licensee programming of the LPFM (the "Program" or "Programs") for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week, except for periods of regularly scheduled or necessary maintenance and excluding the period from 6:00 a.m. to 8:00 am each Sunday morning on the Station (the "Broadcasting Period"). Programmer will transmit, at its own cost, its Programs to the Station's transmitting facilities via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that will ensure that the Programs meet technical and quality standards reasonably acceptable to Licensee.

EXHIBIT "A"

3. Broadcasting Obligations. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs delivered by Programmer during the Broadcasting Period specified in Section 2 above, subject to the provisions of Section 5 below.

4. Term Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will compensate Licensee as set forth on Schedule A attached hereto.

5. Operation, Ownership and Control of the Station. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Station, it will have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Licensee will bear the responsibility for the Station's compliance with all applicable provisions of the rules and regulations of the Federal Communications Commission, the Communications Act of 1934, as amended and all other applicable laws (together, the "FCC Rules") Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest or in violation of the FCC Rules, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local community. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review.

7. Maintenance of Signal. Licensee shall maintain the operating power of the Station at the maximum level authorized by the FCC for the Station throughout the Term and shall repair and maintain the Station's transmitter and equipment in good working order. Licensee shall not change or modify the Station License or its operating parameters during the Term, unless required, in the Licensee's sole judgment, by the FCC Rules.

8. Facilities.

8.1 Licensee's Facilities. During the Term, Licensee shall provide Programmer access to and the use of such space and facilities of the Station as is reasonably necessary for Programmer to exercise its rights and perform its obligations under this Agreement. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for the premises. Without limiting the generality of the foregoing, Programmer shall at all times comply all terms and conditions of the Antenna Site License between Licensee and Budd Broadcasting Company, Inc., dated May ____, 2007, as amended by that First Amendment To Antenna Site License dated August ____, 2007, and attached hereto as Exhibit A.

10. Music Licenses. During the Term, Programmer will obtain and maintain in full force and effect in its own name all music licenses ("Music Licenses") as will be required by the

licensor of those Music Licenses. All Music Licenses fees during the Term shall be paid by Programmer.

11. Programs.

11.1 Programmer represents and warrants to Licensee that it has secured permission of the licensee of the LPFM to rebroadcast its signal on the Station and that such broadcast of the LPFM on the Station fully complies with the FCC Rules. A copy of the Programmer's authority to rebroadcast the LPFM on the Station is attached hereto as Exhibit B. A map of the LPFM's principal community contour is attached hereto as Exhibit C.

11.2 Programmer represents, warrants and agrees that during the Term of this Agreement all Programs rebroadcast on the Station pursuant to this Agreement shall comply in all respects with the FCC Rules.

11.3 Programmer represents, warrants and agrees that during the Term of this Agreement it will ensure that all station identification announcements required to be broadcast under the FCC Rules are broadcast.

12. Expenses. Licensee will pay for the maintenance of all transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law. Licensee will also pay for all utilities supplied to its main studio and transmitter site.

13. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC Rules. Programmer is specifically authorized to use such call letters in its Programs and in any promotional material, in any media, used in connection with the Programs.

14. Events of Default; Termination.

14.1 Programmer's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to make timely payments as provided for in Section 4 of this Agreement; (b) Programmer fails to observe or perform its other obligations contained in this Agreement; or (c) Programmer breaches the representations and warranties made by it under this Agreement.

14.2 Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) Licensee breaches the representations and warranties made by it under this Agreement in any material respect.

14.3 Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured.

14.4 Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 14.3 hereof the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

14.5 Cooperation Upon Termination. If this Agreement is terminated for any reason, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status quo ante.

15. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability that results in a breach by Programmer of any of its representations, warranties, covenants or agreements contained in this Agreement, for any violation of the FCC Rules, or for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the Programs on the Station. Licensee shall indemnify and hold Programmer harmless against any and all liability that results in a breach by Licensee of any of its representations, warranties, covenants or agreements contained in this Agreement, or for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of its programming on the Station. The obligations under this Section shall survive any termination of this Agreement for one (1) year.

16. Authority. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

17. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other such right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

18. Assignability; No Third Party Rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

19. Construction. This Agreement will be construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

20. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

21. Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by facsimile transmission and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and on the same day if transmitted by facsimile, addressed as follows:

If to Licensee:	Reach Communications, Inc. Attention: Paul R. Alfieri 2401 W. Cypress Creek Road Ft. Lauderdale, FL 33309 Tel: 954-315-4315 Fax: 954-301-2622 Email: Paul@calvaryftl.org
with a copy (which shall not constitute notice) to:	Sciarrino & Associates, PLLC 5425 Tree Line Dr. Centreville, VA 20120 Atten: Dawn M. Sciarrino Tel: (703)830-1679 Fax: (703) 991-7120 Email: dawn@sciarrinolaw.com

If to Programmer: Florida Urban Radio Network
C/O William Johnson, President
PO Box 7380
Lake City, Florida 32055

Tel: (352) 219-8771

22. Entire Agreement. This Agreement, together with its schedules and other appendices and the Purchase Agreement, embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Station and this Agreement.

23. Relationship of Parties. Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

24. Force Majeure. The failure of either party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof or a force majeure, or due to causes beyond such party's control, will not constitute an Event of Default under Section 14 of this Agreement and neither party will be liable to the other party therefor. Notwithstanding the foregoing, neither termination of the LPFM Rebroadcast Agreement for any reason or the failure of the LPFM to broadcast thereby preventing rebroadcast on the Station shall not be considered circumstances beyond the Programmer's control.

25. Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the FCC Rules. The parties agree that Licensee shall file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

26. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

27. Successors and Assigns. Subject to the provisions of Section 18 above, this Agreement shall be binding and inure to the benefit of Licensee's successors and assigns. This Agreement shall also be binding upon and inure to the benefit of Programmer and its successors and assigns.

28. Certifications.

(a) Licensee's Certification. Licensee hereby certifies that for the term of this Agreement it shall maintain ultimate control over the Station's facilities, including control over the Station's finances, personnel and programming, and nothing herein shall be interpreted as depriving Licensee of the power or right of such ultimate control.

(b) Programmer's Certification. To Programmer's knowledge, Programmer hereby certifies that this Agreement complies with Section 73.3555 of the FCC rules in effect on the date hereof (but the parties acknowledge that the multiple ownership rules are under review and that no party makes any representation as to compliance if such rules change).

(c) If necessary to comply with applicable law (including compliance by Programmer with any changes in the FCC's ownership rules), the parties will modify this Agreement to effect compliance without depriving either party of the benefits of this Agreement in any material respect, unless such a modification is not possible, in which event this Agreement may be terminated as to such Station by either party by written notice to the other effective when compliance is required (after taking into account any grandfathering or grace period).

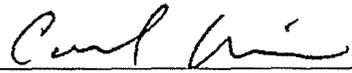
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

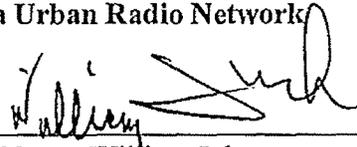
LICENSEE:

Reach Communications, Inc.

By: 
Name: Carl Mims
Title: Director

PROGRAMMER:

Florida Urban Radio Network

By: 
Name: Willam Johnson
Title: President

SCHEDULE A TO LMA

1. *Monthly Payment/ Expense Reimbursement*

During the Term, Programmer shall reimburse Licensee on a monthly basis for the Station Expenses (defined below) less any Station Income (defined below). As used herein, the term "Station Expenses" means the reasonable operating expenses of the Station incurred by Licensee in the ordinary course of business and consistent with industry custom (taking into account this Agreement, the services provided hereunder, and the Station's expenses paid directly by Programmer in performing this Agreement) for which Licensee has submitted to Programmer a written reimbursement request supported by appropriate documentation of expenses. Station Expenses specifically includes the rent due under the Antenna Site License Agreement, as amended and utilities.

In addition to the reimbursed Station Expenses, Programmer shall pay to Licensee the sum of Eight Hundred Dollars monthly beginning on the Commencement Date of this Agreement and continuing on a monthly basis for the Term of this Agreement.